

# **EXHIBIT H**



MICHAEL A. MCCABE  
DIRECT DIAL: 972-628-3609

E-MAIL: MMCABE@MUNCKWILSON.COM

April 6, 2022

**VIA REGULAR MAIL and Email** – ross@leadprosper.io

Ross Breiman  
Managing Partner  
Tech Prosper, LLC  
36 Rosscraggon Road, Suite F  
Asheville, NC 28803

Re: *Cease and Desist from Breach of Reseller Agreement and Patent Violation*

Mr. Breiman:

I am a lawyer representing ActiveProspect, Inc. If Tech Prosper, LLC<sup>1</sup> is represented by an attorney, please immediately provide this letter to him or her.

As I am sure you know, ActiveProspect sells an innovative, patented, and highly successful lead verification product called TrustedForm. ActiveProspect is the assignee of U.S. Patent No. 10,614,417 (the “417 patent”), a copy of which is attached to this letter.

On September 21, 2021, Tech Proper signed a Reseller Agreement (the “Reseller Agreement” or “Agreement”) with ActiveProspect to sell and market ActiveProspect’s TrustedForm product. Under that agreement, Tech Prosper agreed to several conditions in exchange for its participation as a reseller. In ¶ 9 of the Reseller Agreement, Tech Prosper agreed that “Ownership of all applicable copyrights, trade secrets, patents and other intellectual property rights in the Product shall remain vested in [ActivePropsect], or in [ActiveProspect’s] licensors.” Additionally, Tech Prosper agreed that “for a period of three (3) years from the expiration or earlier termination” of the Reseller Agreement it would “preserve as strictly confidential” all the Confidential Information identified in the Reseller Agreement. This includes the “technical information” and “Product details” of Trusted Form.

Additionally, in September 2021, you, acting on behalf of Data Prosper, created an account on ActiveProspect’s website and thereby agreed to its terms of service. In those terms of service, Data Prosper agreed that it was not permitted to, and would not, “reverse engineer, disassemble, or decompile any of the ActiveProspect Technology,” including the Trusted Form product.

---

<sup>1</sup> Our research indicates that Tech Prosper, LLC, Lead Prosper, and Data Prosper, LLC appear to all be related entities. This letter is intended to be directed at each one of them separately and collectively. References to “you” and “Tech Prosper” in this letter include these entities as well you, Ross Breiman, in your personal capacity.

Tech Proser, LLC  
Page 2

Instead of complying with the Agreement's terms, we have learned that Tech Prosper appears to have used ActiveProspect's Confidential Information to develop a competing "Compliant Lead" product that it recently began advertising and offering for sale. For example, Tech Prosper recently attended the LeadsCon event in Las Vegas where representatives from your company were marketing and selling Compliant Lead and passing it off as Tech Prosper's own creation and intellectual property. We are aware that during LeadsCon, Tech Prosper solicited at least one of ActiveProspect's clients which constitutes tortious interference with our client's business relations. Had ActiveProspect known of Tech Prosper's intended use of its TrustedForm product, it would not have agreed to the Reseller Agreement. Tech Prosper's use of ActiveProspect's Confidential Information to develop a directly competing product is a clear violation of the confidentiality provisions in the Reseller Agreement, the confidentiality provision of the terms of service, and the reverse engineering prohibition in the ActiveProspect terms of service.

As the below screenshots demonstrate, Compliant Lead is an almost exact replica of TrustedForm, which violates the Reseller Agreement and the terms of service:

**Certificate of Authenticity  
for Web Leads**

Certificate ID: e9af793e71ac4e74fcaf662fc046e1ef1e866493

This certificate was issued by TrustedForm.com from ActiveProspect, the independent internet lead certification authority. It certifies the following information about this lead:

**When did they visit?**

Visit date:	March 31, 2022
Visit time:	2:02:16 PM CDT
Time on page:	36 seconds

**Where did they visit?**

Page URL:	<a href="https://activeprospect.com/products/trustedform-demo/">https://activeprospect.com/products/trustedform-demo/</a>
-----------	---

**Who visited?**

Remote IP Address:	38104.37.218
Geographic Location (Approximate):	Dallas, Texas, United States
Browser:	Chrome 99.0.4844.84
Operating System:	Windows 10

**What did they see?**

Trustedform captures a copy of the web page viewed by the visitor and the user events that took place on the page including form inputs, mouse movements and clicks. It plays these events back as a screen capture of how the user interacted with the page.

[View Screen Capture](#)

Tech Proser, LLC

Page 3



Token Replay

## Token of Authenticity

yaik15urftzozieb5f



This token has been verified by CompliantLEAD. The lead information is displayed below

### Fingerprint

IP 38.104.37.218

Email eriches@munkowilson.com

Phone No match

### Visitor Session

URL <https://www.compliantlead.com/claiming/>

Visit date Apr 04, 7:20:17 AM

Time on page 18s

### Stores Information

Share URL <https://tokens.compliantlead.com/yaik15urftzozieb5f>

Masked URL <https://tokens.compliantlead.com/iv92kpa7n7hja>

Stored on Apr 04, 7:20:36 AM

Lead's age 1s

### Device

  
 DEVICE  
 Desktop

  
 BROWSER  
 Chrome

  
 BROWSER VER.  
 99.0.4844.84

  
 OPERATING SYSTEM  
 Windows

Device resolution 1920 x 937

User agent Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/99.0.4844.84 Safari/537.36

### Geolocation

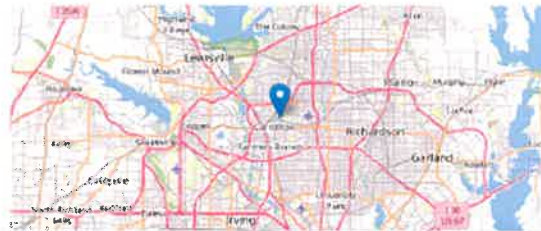
Country United States

State Texas

City Carrollton

Latitude 32.9657

Longitude -95.8825



This token has been verified by CompliantLEAD

Tech Proser, LLC  
Page 4

Moreover, based on our initial investigation of Compliant Lead, it appears that Compliant Lead infringes the '417 patent. Claim 1 of the '417 patent is representative and reads as follows:

*A method comprising:*

*receiving a first request at a lead verification server from a web browser in response to the web browser visiting a web page of a lead generating website and executing a lead verification service script, the lead generating website configured to collect lead data for a lead generator;*

*responding to the first request at the lead verification server by sending a reference key to the web browser;*

*collecting information about the lead generating website and information associated with a user of the web browser;*

*associating the collected information with the reference key;*

*receiving, from an interested third party that is separate from the lead generating website and the lead generator after the interested third party receives the lead data and the reference key from the lead generator, a second request for verification of the lead data, the second request including the reference key; and*

*in response to the second request, sending at least some of the collected information to the interested third party.*

The attached claim chart establishes that Compliant Lead infringes at least Claim 1 of the '417 patent.

ActiveProspect demands that you and any entities affiliated with Data Prosper immediately cease and desist from any further use, sale, offering for sale, advertising, or marketing of your infringing Compliant Lead product. Moreover, because your Compliant Lead product was developed in violation of the Reseller Agreement, ActiveProspect demands that you cease and desist use of any of ActiveProspect's Confidential Information in violation of the Reseller Agreement and destroy all source code, documentation, or other materials generated from your improper use of the Confidential Information.

Pursuant to ¶ 8(a) of the Reseller Agreement, the Agreement is hereby terminated effective immediately. Please note that pursuant to ¶ 15, you remain under continuing obligations to protect ActiveProspect's Confidential Information. Pursuant to ¶ 8(b), immediately "return to [ActiveProspect] all technical, sales, and promotional materials pertaining the Product" that have been provided to you. Additionally, you are notified that pursuant to the terms of service, Data Prosper's limited license to use ActiveProspect Technology (as defined in the terms of service) is terminated and any further use of ActiveProspect's Technology is unauthorized.

Tech Proser, LLC  
Page 5

Should you refuse to cease and desist your conduct, ActiveProspect intends to take all legal actions available to it, including filing suit for patent infringement under 35 U.S.C. § 271, tortious interference, and breach of contract. Additionally, ActiveProspect intends to seek all remedies available, including injunctive relief, monetary damages, and its attorney's fees under 35 U.S.C. § 285, TEX. REV. CIV. PRAC. & REM. CODE § 38.001, and ¶ 12 of the Reseller Agreement.

Please confirm within five (5) days that you will comply with these demands. Should you refuse to comply with the demands set forth above, then you must preserve and not destroy all documents and information relevant to this dispute, including electronically stored data, that will constitute evidence in litigation between ActiveProspect and Tech Prosper. We anticipate that relevant data will include, without limitation, sales and marketing material, emails, text messages, and development material associated with the Compliant Lead product.

Nothing in this letter is intended as an election of remedies or limitation of Active Prospect's potential claims against Tech Prosper or its affiliated entities.

Sincerely,

A handwritten signature in dark ink, appearing to read "M. A. McCabe", with a long horizontal flourish extending to the right.

Michael A. McCabe  
**MUNCK WILSON MANDALA, LLP**

Attached Exhibits: U.S. Patent No. 10,614,417  
'417 Patent Claim Chart  
September 21, 2021 Reseller Agreement

Cc: Jason Smith, General Counsel, Active Prospect